

**PLASTERERS LOCAL #11; AREA 587; AGREEMENT**

This agreement, entered into by and between the NORTHERN ILLINOIS BUILDING CONTRACTORS ASSOCIATION, INC., (PLASTERING CONTRACTOR DIVISION, LATHING AND PLASTERING CONTRACTORS' ASSOCIATION OF ROCKFORD, INC.) hereinafter referred to as the Employer and Local Union #11, Area 587, of the OPERATIVE PLASTERERS & CEMENT MASONS INTERNATIONAL ASSOCIATION, hereinafter referred to as the Union.

**WITNESSETH**

The Preamble and Declaration of Principles contained in Article I hereof, have been adopted and made part of this Agreement and have been affirmed as the principle under which the contracting parties agree to operate, based upon the understanding that both parties have a common interest in furthering the Plastering Industry by establishing a working system for harmonious relations necessary to improve and further the relationship between the employer, union and the public which we serve.

NOW, therefore, it is agreed as follows:

**ARTICLE I**

This agreement entered into between the above named parties is for the purpose of preventing strikes and lockouts and facilitating a peaceful adjustment of all grievances and disputes that may arise between the Employer and Employee in the Plastering Industry in the territory covered by this Agreement.

**ARTICLE II**

This agreement is effective in Lee, Whiteside, Ogle, Carroll, JoDavies and Stephenson Counties or parts thereof in the State of Illinois; Dubuque, Delaware, Allamakee, Clayton, Jackson Counties and the Eastern half of Jones County, east of a line running North and South established East of Olin, or parts thereof in the State of Iowa.

**ARTICLE III**

**Union Shop**

All present employees who are or become members of the Union shall remain members in good standing as a condition of their employment. All present employees who are not members of the Union and all employees who are hired hereafter shall become and remain members in good standing in the Union as a condition of their employment after the seventh day following the beginning of their employment or the effective date of this contract and working agreement, whichever is the later. The Employer and each employing contractor, covered by this Agreement, agrees to give preference in hiring applicants to those skilled craftsmen who have previously worked at the trade for employing contractors in this area.

Upon written notice from the Union notifying the Employer of the failure of the employee covered under this Agreement to complete or maintain his membership because of nonpayment of dues, or uniform initiation fees, the Employer shall within twenty-four (24) hours of such notice, discharge said employee.

#### **ARTICLE IV**

##### **Starting Time, Overtime and Show-Up Time**

- Section 1. When an Employee commences work he must be given two (2) hours employment or pay. Any Plasterer working two (2) or more hours shall receive four (4) hours employment or pay. Any Plasterer working four (4) hours or more shall receive six (6) hours employment or pay. Any Plasterer working six (6) hours or more shall receive eight (8) hours employment or pay.
- Section 2. When a man is required to remain on the job past the starting time and not put to work, he shall be entitled to two (2) hours pay providing that he remain on the job for those two (2) hours.
- Section 3. All work done before the regular starting time or after the regular quitting time shall be paid at the applicable overtime rate as provided in the Agreement.
- Section 4. When an employee reports for work on a premium day, he must be given two (2) hours employment or pay. Any Plasterer working two (2) hours or more shall receive four (4) hours employment or pay. Any Plasterer working four (4) hours or more shall receive six (6) hours employment or pay. Any Plasterer working six (6) hours or more shall receive eight (8) hours employment or pay.
- Section 5. Any employee covered by this agreement reporting for work and not put to work shall receive a minimum of two (2) hours pay unless conditions beyond the control of the Employer prevent his working.
- Five (5) days shall constitute a work week, beginning Monday at 6:00 a.m. and ending Friday at 2:30 p.m. or beginning Monday at 7:00 a.m. and ending Friday at 3:30 p.m. The work day shall consist of eight (8) hours each day between 6:00 a.m. to 12:00 noon and 12:30 p.m. to 2:30 p.m. or between 7:00 a.m. to 12:00 noon and 12:30 p.m. to 3:30 p.m.
- Section 6. Saturday work and work performed in excess of eight (8) hours and not in excess of ten (10) hours per day during the regular work week, shall be paid at the rate of time and one half.
- Section 7. All work performed in excess of ten (10) hours per day during the regular work week and all work performed on Sundays and Holidays shall be paid at double the regular straight time rate of pay.

Section 8. Holidays are as follows: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day of the day celebrated as such.

Section 9. With the consent of the men on a regularly established crew, where the Plasterers are employed by the same contractor for the entire work week, it is allowable to schedule four (4) ten (10) hour days at straight time providing that the following stipulations apply:

- A. All Plasterers on the crew must be paid premium rate over eight (8) hours on any given day if any Plasterers on the crew are receiving that rate.
- B. All work on Saturdays, Sundays and Holidays are at premium rate.
- C. All hours over forty (40) in a week shall be paid at the overtime rate.
- D. NO Plasterer who has worked on a crew under this provision can be replaced by another Plasterer for overtime hours during that week unless he chooses not to work or is physically unable to perform.
- E. All work over ten (10) hours in one day shall be paid at the overtime rate.
- F. This provision does not apply to shift work.

#### **ARTICLE V**

Section 1. The minimum hourly rate of wages of Journeyman Plasterers for the term of the two (2) year contract shall be as follows:

First year: June 1, 2005 through May 31, 2006 ..... \$28.19

June 1, 2006 through May 31, 2007, the Union will receive an increase of \$2.25 per hour to be allocated by the Union.

(The above amount includes a three cent (\$0.03) per hour Building Trades dues check-off).

Thirteen cents (\$0.13) per hour will be collected for the Construction Industry Advancement program, proceeds of which will be used for Plasterers Apprenticeship program allowable expenses, and five cents (\$0.05) per hour on all journeyman and apprentice Plasterers to the Local Plasterers Apprenticeship Fund to be collected by the Construction Industry Welfare Funds. In the event the Union desired to apply the last wage rate increase to fringe benefits, the Union shall have the right to make such application of the increase by giving thirty (30) days notice in writing to the Employer.

Section 2. Foreman plasterers shall receive not less than: 10% over scale.

Section 3. Employees covered by this agreement shall be paid at the regular wage rate when moving from job to job during the working day, within the jurisdiction of the local Union.

As of June 1, 2000, the rate for up to twenty (20) miles outside the jurisdiction will become \$10.00 per day and from twenty (20) miles to fifty (50) miles will be \$20.00 per day.

Section 4. Employees will be paid one dollar and fifty cents (\$1.50) per hour premium when they are required to work subject to an unprotected free fall in excess of twenty (20) feet.

Section 5. Transportation:

The contractor is to furnish transportation when work is to be done outside of the jurisdiction covered by this agreement.

Section 6. All Apprentices Shall Be Paid To The Following Rate:

1 <sup>st</sup>	1333 hours at 70% of Journeyman scale – No Retirement
2 <sup>nd</sup>	1333 hours at 80% of Journeyman scale - \$1.00 per hour retirement
3 <sup>rd</sup>	1334 hours at 90% of Journeyman scale - \$1.00 per hour retirement

All apprentices shall pay an hourly local working assessment, which is .0275% of their total package plus an hourly International Dues Assessment which is 1% of their total package. The dues check-off is included. (Please round to the nearest nickel).

Section 7. Welfare (See Addendum “A”)

Section 8. Retirement (See Addendum “B”)

Section 9. It is agreed that each employing contractor shall carry compensation insurance on all employees covered by this Agreement, as provided for in the Workmen’s Compensation Act of the State of Illinois, even though only one (1) employee may be employed. A copy of the insurance certificate shall be filed with the Union.

Each employing contractor also agrees to elect to become an Employer subject to the terms and provisions of the Unemployment Compensation Act, even though only one (1) employee may be employed. In the event the Employer fails to comply with this requirement, the Employer shall become liable personally for the unemployment compensation payments to the employee.

Section 10. Dues Check – Off

The Employer shall deduct from the pay of each employee covered by this Agreement, an hourly local working assessment of .0275% (rounded to the nearest nickel) of their total gross package for each hour paid. The assessment will be collected weekly and paid monthly to the Plasterers Local #11, Area 587, of Rockford, Illinois on remitting forms supplied by the Union.

Section 11. International Dues Check- off

The Employer shall deduct from the pay of each employee covered by this Agreement, an hourly International working assessment of 1% of their total gross package for each hour paid. The assessment will be collected weekly and paid monthly to the Plasterers Local #11, Area 587, of Rockford, Illinois on remitting forms supplied by the Union.

**ARTICLE VI**

Rules governing apprentice training and apprenticeship indenture as prescribed for by State and Federal Apprenticeship Standards, shall be vested in a Joint Apprenticeship Committee composed of equal representation by the Union and the Employer.

The Joint Apprenticeship Committee shall determine the ability and qualifications of each Employer to employ apprentices. The selection, placing and training of apprentices shall be vested in a Joint Apprenticeship Committee based on continued surveys to determine the work opportunities and the availability of skilled craftsmen.

**ARTICLE VII**

Section 1. There shall be no limitation as to the amount of work an employee may perform in a day. All work shall be done in a good and workmanlike manner and the Employer shall allow a reasonable amount of time to have same so done. If work is not done right under the above conditions, Journeymen will repair said work on their own time.

Section 2. Any employee transferred from one job to another during working hours for same employer shall be transferred on employer's time.

Section 3. The Foreman shall be the agent of his Employer and the Union recognizes the right of the Employer to delegate to his Foreman the right to employ or discharge any or all employees subject to the provisions of this Agreement.

Section 4. It shall be the function of the foreman to tell the worker what to do, how to do it and to see that the work is properly done. He shall be responsible for the placing

of men, assigning their tasks, selecting proper materials and tools, maintaining safe working conditions and planning and effecting efficient execution of work.

The Union shall have the right to select a shop steward from among the employees on all jobs covered by this Agreement. It shall be his duty to report any violations of the terms of this Agreement to the Union and he shall not be discriminated against for the performance of such duties.

- Section 5. Subject to this Understanding, the Contractor shall have the entire freedom of selectivity in hiring and may discharge any employee for any cause which he may deem sufficient, provided there shall be no discrimination against any employee, nor shall any such employee be discharged by reason of any Union activities not interfering with the proper performance of his work.
- Section 6. No craftsmen covered by the provisions of this Agreement shall be required by his Employer to work on buildings or jobs where workmen of another craft have been assigned to perform work that has definitely been established as being the work of craftsmen covered by this Agreement.
- Section 7. The President or Business Representative of the Union, carrying proper credentials, shall be allowed to visit jobs during working hours to interview the contractor, steward or employees at work, but shall in no way interfere with or hinder the progress of the work.
- Section 8. The employees covered by this Agreement will use, handle and operate the plastering machine on the same terms and conditions of employment as applied to hand applied work and the plaster pump, hose, nozzle, etc. shall be within the jurisdiction and scope of the plasterers' tools.
- Section 9. Contractors are required to give journeymen, on each day, a receipt specifying the employee's name, the pay period covered, the total hours worked, the regular and premium earnings, the amount of Social Security, withholding tax and all other deductions. The Business Agent may request to see any journeyman's receipt of payment of wages. When employees are laid off or discharged, they shall be paid in full, in cash or other legal tender, on the job immediately.
- Section 10. Rods and darbys will be furnished by the contractor.
- Section 11. A premium of one dollar and ten cents (41.10) per hour above the regular rate shall be paid for the sprayer of insulation.

## **ARTICLE VIII**

- Section 1. All recognized Employers must employ at least one (1) journeyman plasterer.

- Section 2. Only one (1) non-card carrying member of any partnership or corporation shall be permitted to work with the Tools of the Trade.
- Section 3. Employees covered by this Agreement shall work for only recognized and qualified contractors or employers who supply all material and labor and who shall carry reliable compensation and liability insurance on their employees and further shall conform to all municipal and State regulations pertaining to health and safety regulations.
- Section 4. Employees shall not be required to accept work from any individual or contractor who has not abided by the provision of this Agreement.
- Section 5. The Union agrees not to enter into any agreement with any individual employer or group of employers competing in the same type of work which provides for the employees it represents less favorable wages, hours and conditions that are herein specified without extending the same less favorable wages, hours and conditions to the employers who are parties to this Agreement.
- Section 6. The Union, upon notification by the contractor of work available for members of this unit, shall have the option to refer qualified Plasterers. It is understood, however, that the employer has the right to reject any Plasterers so referred.

#### **ARTICLE IX**

- Section 1. A Joint Arbitration Board shall be created for the purpose of promoting harmony, resolving differences as to the interpretation of application of this Agreement, averting disputes and recommending means of settlement of such other problems as may arise.
- Section 2. In the event that a dispute cannot be adjusted within twenty – four (24) hours by the Steward and/or Business Representative and the Employer’s representatives and/or the Employer, the same shall be referred to a Board of Arbitration. Said Board shall be made up of three (3) representatives designated by the Employer and three (3) representatives designated by the Union. This Board shall convene not later than two (2) days after the dispute has been referred to it.
- Section 3. In the event that the Arbitration Board is unable, by majority vote, to agree, they shall submit the dispute to an impartial arbitrator chosen by the Board. If the Board is unable to agree upon an impartial arbitrator, they shall select an arbitrator appointed by the Federal Mediation and Conciliation Service. The decision of the impartial arbitrator shall be final and binding on both parties.
- Section 4. The cost of arbitration shall be jointly borne by the parties, provided, however, that each party shall pay any expense incurred in the presentation of its case.

Section 5. All disputes between the parties regarding the interpretation or performance of any of the terms or conditions of this Agreement, shall be submitted to arbitration in the manner provided herein, except such disputes, complaints or grievances as arise out of the failure or refusal of the employer to comply with the provisions of the Recognition and the Union Security Clauses (Article 3 and 4) or the failure or refusal of the employer to pay wage rates as provided for in Article VI or in the manner provided in Article V or fails to pay fringe benefits if provided for in this Agreement.

Section 6. There shall be no strike or lockout pending the deliberation and decision of the Joint Arbitration Board.

Section 7. The Employer agrees to recognize the jurisdictional claims of the Union that have been established by Agreement with other crafts, awards contained in the Green Book, or as a result of decisions by the National Joint Board for the settlement of jurisdictional disputes.

#### **ARTICLE X**

Each Employer, not covered by the Association guarantee, shall furnish a wage and welfare indemnifying bond written by an insurance company authorized to do business in this State, such bond to be in the sum of \$10,000.00 to guarantee the payment of wages to the employees as well as fringe benefit contributions. In lieu of the \$10,000.00 bond, the sum of \$10,000.00 may be deposited in any Rockford, Illinois bank with the authorized representative of the Union as a joint signatory.

#### **ARTICLE XI**

It is stipulated and agreed by and between the parties to this Agreement, that the act of the Operative Plasterers' and Cement Masons International Association (hereinafter called the International Association) in approving this contract as to form and substance, the International Association, its officers and agents, shall not in any manner thereby become a party to this Agreement, nor is there duty, liability, or obligation imposed upon the International Association, its officers or agents, respecting the terms and conditions of this contract in any manner, whatsoever.

It is further stipulated and agreed that the approval by the International Association, as to form and substance, is only for the purpose of indicating that the International Association certified that said contract is not in violation of the International Constitution and by-laws and is approved as to form and substance for that purpose only and no other.

#### **ARTILCE XII**

Section 1. This Agreement shall be come effective on June 1, 2011 and remain in effect until May 31, 2012. It shall continue in effect from year to year thereafter unless notice for amendment or termination is given in a manner provided herein.

Section 2. Either party desiring to amend or terminate this Agreement must notify the other in writing at least ninety (90) days prior to May 31, 2007.

Section 3. This Agreement shall be subject to amendment shall be reduced to writing, stating the effective date thereof and be executed in the same manner as was this Agreement.

**ARTICLE XIII**

**Language Changes**

Section 1. A 2 - 4 – 6 – 8 hour system has been added to the Contract – Article V.

Section 2. Travel pay allowance has been increased. Up to twenty (20) miles outside the jurisdiction will be \$10.00 per day and from twenty (20) to fifty (50) miles will be \$20.00 per day.

Section 3. Employees will be paid \$1.50 per hour premium when they are required to work subject to an unprotected free fall in excess of 20 feet.

Section 4. Pre – hire and post accident drug testing policy has been added.

**IN WITNESS and testimony of the provisions and terms mutually agreed upon and specified herein, the duly authorized officers and/or representatives of both parties hereby affix their signature and seal.**

**(This agreement covers Building/Residential).**

**Plasterers#11; Area 587**

**Northern Illinois Building Contractors  
Association, Inc.**

\_\_\_\_\_  
**Business Agent**

\_\_\_\_\_  
**For the Association**

## ADDENDUM "A"

### Health and Welfare

The Employer agrees to contribute to the Construction Industry Welfare Fund of Rockford, Illinois, the sum of five dollars and fifteen cents (\$5.15) per hour worked, calculated to the nearest hour worked (this is the above wage rate) for each Employee covered by this Agreement. The Construction Industry Welfare Fund of Rockford, Illinois, is administered by a Board of Trustees in accordance with the terms of a Trust Agreement, executed as of May 1, 1954. The Welfare Fund maintains a place of business at 4477 Linden Road, Rockford, IL 61109, or at such other place designated by the Trustees. Contributions of the Employer shall be forwarded to such business office together with report supplied for such purpose not later than the fifteenth (15<sup>th</sup>) day of the following month. By making payments in accordance with this signed Labor Agreement to the Construction Industry Welfare Fund, each contributor shall become a party to the Trust Agreement and become bound by the terms and provisions thereof. The Employer shall, however, have no responsibility to the Welfare Fund, except the making of payments as specified (failure to make such payments as specified shall cause the Employer to be liable for claims arising from such negligence) and compliance with the rules and regulations agreed upon for the successful operation of this Welfare Fund.

Any Employer failing to make prompt and timely payment of contributions as stated above to the Trust named above shall, in addition to the aforesaid hourly contributions pay in accordance with this Agreement.

The Employer shall be liable for claims to the extent of benefits to which the Employee would have been entitled if the Employer had made the required contributions, and for all contributions and liquidated damages due thereunder, plus all legal fees incurred by the Trust Funds in enforcing the payment thereof.

Final interpretation of the rules and regulations of the Welfare Fund and its administration shall rest solely with the Board of Trustees. The appointment of the respective Trustees is hereby confirmed and ratified, together with their successors, designated in the manner provided in said Trust agreement.

In the event the Trustees of the Fund or the Union question the authenticity or accuracy of the information completed on the forms, or in the event of a belief that the amounts being transmitted are not in accordance with the terms of this Agreement, the Trustees of the Fund shall have the right upon Agreement made by a Certified Public Accountant. In the event a discrepancy discovered exceeds three percent (3%), the Employer shall bear accounting costs and shall be liable for all costs for collecting payments due, together with any attorney's fees and damages accessed by the Trustees.

The Employer shall furnish to the Trustees, upon request, such information and reports as the Trustees may require in the performance of their duties, including the following: weekly payroll journals, individual earnings records for all Employees paid on an hourly basis or who are in covered employment and quarterly withholding tax and FICA Tax returns (Forms 941 and W-3). The Trustees, or any authorized agent of the Trustees, shall have the right at all reasonable times during the business hours to enter upon the premises of the Employer as may be necessary to permit the Trustees to determine whether the Employer is fully complying with the provisions regarding Employer contributions.

In the event the Trustees are required to file suit by reason of an Employer's failure to maintain his monthly Health and Welfare contributions called for in the Labor Agreement, and a judgment is rendered in favor of the Trustees, the Trustees will also be entitled to attorney's fees and court costs charged to receive such judgment.

Welfare contributions as negotiated in this Joint Agreement are payable monthly to the "Fund Office". These contributions and accounting of hours worked are due on the FIFTEENTH DAY OF THE MONTH FOLLOWING THE MONTH THE HOURS WERE WORKED, AND ARE TO BE CONSIDERED DELINQUENT AFTER THE TWENTY-FIFTH OF THE MONTH FOLLOWING THE MONTH THE HOURS ARE WORKED. Such contributions shall not be considered wages. The Fund office is to supply all forms for reporting these contributions.

It shall be considered a violation of this Agreement for any Employer to fail to pay or comply with any provisions of this Article for any rule or regulation made by the Trustees administering the Construction Industry Welfare Fund. In the event that a Union receives written notice from the Trustees that the Employer has failed to pay continued for forty-eight (48) hours after an Employer has received written notice thereof, the Union may withdraw the Employees from such Employer's employment until all sums due from the Employer have been paid in full. Such withdrawal of Employees to collect contributions to the Construction Industry Welfare Fund shall not be considered a violation of this Agreement on the part of the Union and it shall not be a subject of arbitration.

If Employees are withdrawn from any job in order to collect contributions to the Construction Industry Welfare Fund, the Employees who are affected by such stoppage of work shall be paid for lost time up to sixteen (16) hours provided that two (2) days notice of the intention to remove Employees from a job is given to the Employer by the Union by registered or certified mail.

## ADDENDUM "B"

### Retirement Fund

The Employer agrees to contribute to the Construction Industry Retirement Fund of Rockford, Illinois, the sum of five dollars (\$5.00) per hour worked, calculated to the nearest hour worked (this is the above wage rate) for each Employee covered by this Agreement. The Construction Industry Retirement Fund of Rockford, Illinois, is administered by a Board of Trustees in accordance with the terms of a Trust Agreement, executed as of September 14, 1965. The Retirement Fund maintains a place of business at 4477 Linden Road, Rockford, IL 61109, or at such other place designated by the Trustees. Contributions of the Employer shall be forwarded to such business office together with report supplied for such purpose not later than the fifteenth (15<sup>th</sup>) day of the following month. By making payments in accordance with this signed Labor Agreement to the Construction Industry Retirement Fund, each contributor shall become a party to the Trust Agreement and become bound by the terms and provisions thereof. The Employer shall, however, have no responsibility to the Retirement Fund, except the making of payments as specified (failure to make such payments as specified shall cause the Employer to be liable for claims arising from such negligence) and compliance with the rules and regulations agreed upon for the successful operation of this Retirement Fund.

Effective June 1, 2005 and until a different contribution rate is negotiated, at which time the employer agrees to contribute the new rate, the employer will make contributions of \$2.00 per hour for each hour worked by all employees to the Fox Valley and Vicinity Construction Workers Welfare Fund.

Any Employer failing to make prompt and timely payment of contributions as stated above to the Trust named above shall, in addition to the aforesaid hourly contributions, pay an additional amount of ten percent (10%) of the amount due in liquidated damages for failure to pay in accordance with this Agreement.

The Employer shall be liable for claims to the extent of benefits to which the Employee would have been entitled if the Employer had made the required contributions, and for all contributions and liquidates damages due thereunder, plus all legal fees incurred by the Trust Funds in enforcing the payment thereof.

Final interpretation of the rules and regulations of the Welfare Fund and its administration shall rest solely with the Board of Trustees. The appointment of the respective Trustees is hereby confirmed and ratified, together with their successors, designated in the manner provided in said Trust agreement.

In the event the Trustees of the Fund or the Union question the authenticity or accuracy of the information completed on the forms, or in the event of a belief that the amounts being transmitted are not in accordance with the terms of this Agreement, the Trustees of the Fund shall have the right upon Agreement made by a Certified Public Accountant. In the event a discrepancy discovered exceeds three percent (3%), the Employer shall bear accounting costs and shall be liable for all costs for collecting payments due, together with any attorney's fees and damages accessed by the Trustees.

The Employer shall furnish to the Trustees, upon request, such information and reports as the Trustees may require in the performance of their duties, including the following: weekly payroll journals, individual earnings records for all Employees paid on an hourly basis or who are in covered employment and quarterly withholding tax and FICA Tax returns (Forms 941 and

W-3). The Trustees, or any authorized agent of the Trustees, shall have the right at all reasonable times during the business hours to enter upon the premises of the Employer as may be necessary to permit the Trustees to determine whether the Employer is fully complying with the provisions regarding Employer contributions.

In the event the Trustees are required to file suit by reason of an Employer's failure to maintain his monthly Retirement contributions called for in the Labor Agreement, and a judgment is rendered in favor of the Trustees, the Trustees will also be entitled to attorney's fees and court costs charged to receive such judgment.

Retirement contributions as negotiated in this Joint Agreement are payable monthly to the "Fund Office". These contributions and accounting of hours worked are due on the FIFTEENTH DAY OF THE MONTH FOLLOWING THE MONTH THE HOURS WERE WORKED, AND ARE TO BE CONSIDERED DELINQUENT AFTER THE TWENTY-FIFTH OF THE MONTH FOLLOWING THE MONTH THE HOURS ARE WORKED. Such contributions shall not be considered wages. The Fund office is to supply all forms for reporting these contributions.

It shall be considered a violation of this Agreement for any Employer to fail to pay or comply with any provisions of this Article for any rule or regulation made by the Trustees administering the Construction Industry Retirement Fund. In the event that a Union receives written notice from the Trustees that the Employer has failed to pay continued for forty-eight (48) hours after an Employer has received written notice thereof, the Union may withdraw the Employees from such Employer's employment until all sums due from the Employer have been paid in full. Such withdrawal of Employees to collect contributions to the Construction Industry Retirement Fund shall not be considered a violation of this Agreement on the part of the Union and it shall not be a subject of arbitration.

If Employees are withdrawn from any job in order to collect contributions to the Construction Industry Retirement Fund, the Employees who are affected by such stoppage of work shall be paid for lost time up to sixteen (16) hours provided that two (2) days notice of the intention to remove Employees from a job is given to the Employer by the Union by registered or certified mail.